



THE CITY OF NEW YORK
LAW DEPARTMENT

MICHAEL A. CARDOZO
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August 11, 2009

BY ECF

The Honorable John Gleeson
United States District Judge
Eastern District of New York
225 Cadman Plaza East
Brooklyn, New York 11201

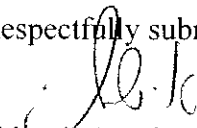
Re: Terrence Villanueva et al. v. City of New York et al., 08 CV 3573 (JG) (RML)

Your Honor:

Enclosed please find STIPULATIONS AND ORDERS OF SETTLEMENT AND DISCONTINUANCE which has been executed by the parties in the above-referenced matter. We respectfully request that Your Honor endorse the enclosed STIPULATIONS.

We thank the Court for its time and attention to this request.

Respectfully submitted,


Shlomit Aroubas
Assistant Corporation Counsel
Special Federal Litigation Division

Encl.

cc: **BY ECF**

The Honorable Robert M. Levy
United States Magistrate Judge
Eastern District of New York
225 Cadman Plaza East
Brooklyn, New York 11201

BY ECF

Nicole Bellina, Esq.
Stoll, Glickman & Bellina LLP
Attorney for Plaintiffs
26 Nevins Street
Brooklyn, New York 11242

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
TERRENCE VILLANUEVA AND RAITZA DAVILA,

Plaintiffs,

- against -

**STIPULATION AND
ORDER OF
SETTLEMENT AND
DISCONTINUANCE**

08 CV 3573 (JG)(RML)

THE CITY OF NEW YORK, POLICE COMMISSIONER
RAYMOND KELLY, DETECTIVE SAMUEL LALLAVE
SHIELD # 3824, DETECTIVE CHRISTOPHER CONNELLY
SHIELD # 1539, DETECTIVE WILLIAM NAVARRO
SHIELD # 7703, DETECTIVE JOSEPH TESTA SHIELD #
3956, SERGEANT RAYMOND MARTINEZ SHIELD # 5072,

Defendants.

-----X
WHEREAS, plaintiff Terrence Villanueva commenced this action by filing a
complaint on or about September 2, 2008, alleging that defendants violated her constitutional
rights; and

WHEREAS, defendants have denied any and all liability arising out of plaintiff's
allegations; and

WHEREAS, the parties now desire to resolve the remaining issues raised in this
litigation, without further proceedings and without admitting any fault or liability;

WHEREAS, plaintiff has agreed to settle this matter as against defendants on the
terms enumerated below;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by
and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed with prejudice, and without costs, expenses, or fees except as provided for in paragraph "2" below.
2. The City of New York hereby agrees to pay plaintiff the sum of **Seven Thousand Five Hundred Dollars (\$7,500.00)** in full satisfaction of all claims, inclusive of claims for costs, expenses, and attorney's fees. In consideration for the payment of this sum, plaintiff agrees to the dismissal of all claims against the defendants CITY OF NEW YORK, COMMISSIONER RAYMOND KELLY, DETECTIVE SAMUEL LALLAVE, DETECTIVE CHRISTOPHER CONNOLLY, DETECTIVE WILLIAM NAVARRO, and SERGEANT RAYMOND MARTINEZ and to release the defendants and any present or former officials, employees, representatives and agents of the City of New York, or any agency thereof, from any and all liability, claims, or rights of action that were or could have been alleged in this action, including claims for costs, expenses, and attorney's fees.
3. Plaintiff shall execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation, a General Release and An Affidavit of No Liens based on the terms of paragraph 2 above.
4. Nothing contained herein shall be deemed to be an admission by any of the defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United

States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.
6. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.


Dated: New York, New York
July 28, 2009


Nicole Bellina, Esq.
Stoll, Glickman & Bellina LLP
Attorney for Plaintiffs
27 Nevins Street
Brooklyn, New York 11217
(718) 852-4491

MICHAEL A. CARDOZO
Corporation Counsel of the City of New York
*Attorney for Defendants City, Kelly, Lallave,
Connolly, Navarro, and Martinez*
100 Church Street, Rm. 3-188
New York, New York 10007
(212) 442-2715

Date: 8/5/09

Date: 8/10/2009

By: 
Nicole Bellina, Esq.
Attorney for Plaintiff

By: 
Shlomit Aroubas
Assistant Corporation Counsel
Special Federal Litigation Division

SO ORDERED:

United States District Judge

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
TERRENCE VILLANUEVA AND RAITZA DAVILA,

Plaintiffs,

- against -

THE CITY OF NEW YORK, POLICE COMMISSIONER
RAYMOND KELLY, DETECTIVE SAMUEL LALLAVE
SHIELD # 3824, DETECTIVE CHRISTOPHER CONNELLY
SHIELD # 1539, DETECTIVE WILLIAM NAVARRO
SHIELD # 7703, DETECTIVE JOSEPH TESTA SHIELD #
3956, SERGEANT RAYMOND MARTINEZ SHIELD # 5072,

Defendants.
-----X

**STIPULATION AND
ORDER OF
SETTLEMENT AND
DISCONTINUANCE**

08 CV 3573 (JG)(RML)

WHEREAS, plaintiff Raitza Davila commenced this action by filing a complaint on or about September 2, 2008, alleging that defendants violated her constitutional rights; and

WHEREAS, defendants have denied any and all liability arising out of plaintiff's allegations; and

WHEREAS, the parties now desire to resolve the remaining issues raised in this litigation, without further proceedings and without admitting any fault or liability;

WHEREAS, plaintiff has agreed to settle this matter as against defendants on the terms enumerated below;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed with prejudice, and without costs, expenses, or fees except as provided for in paragraph “2” below.
2. The City of New York hereby agrees to pay plaintiff the sum of **Two Thousand Dollars (\$2,000.00)** in full satisfaction of all claims, inclusive of claims for costs, expenses, and attorney’s fees. In consideration for the payment of this sum, plaintiff agrees to the dismissal of all claims against the defendants CITY OF NEW YORK, COMMISSIONER RAYMOND KELLY, DETECTIVE SAMUEL LALLAVE, DETECTIVE CHRISTOPHER CONNOLLY, DETECTIVE WILLIAM NAVARRO, and SERGEANT RAYMOND MARTINEZ and to release the defendants and any present or former officials, employees, representatives and agents of the City of New York, or any agency thereof, from any and all liability, claims, or rights of action that were or could have been alleged in this action, including claims for costs, expenses, and attorney’s fees.
3. Plaintiff shall execute and deliver to defendants’ attorney all documents necessary to effect this settlement, including, without limitation, a General Release and An Affidavit of No Liens based on the terms of paragraph 2 above.
4. Nothing contained herein shall be deemed to be an admission by any of the defendants that they have in any manner or way violated plaintiff’s rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules,

regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.
6. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

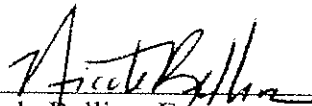
Dated: New York, New York
July 20, 2009


Nicole Bellina, Esq.
Stoll, Glickman & Bellina LLP
Attorney for Plaintiffs
27 Nevins Street
Brooklyn, New York 11217
(718) 852-4491

MICHAEL A. CARDOZO
Corporation Counsel of the City of New York
*Attorney for Defendants City, Kelly, Lallave,
Connolly, Navarro, and Martinez*
100 Church Street, Rm. 3-188
New York, New York 10007
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Date: 8/5/09

Date: 8/10/2009

By: 
Nicole Bellina, Esq.
Attorney for Plaintiff

By: 
Shlomit Aroubas
Assistant Corporation Counsel
Special Federal Litigation Division

SO ORDERED:

United States District Judge